

EXHIBIT 2

Michael R. Mey, Esq.
ID #41441
Mey & Sulla, LLP
1144 East Drinker Street
Dunmore, PA 18512

Counsel for Plaintiff

WYOMING VALLEY FRATERNAL
ORDER OF POLICE
DBA HOME ASSOCIATION
LODGE #36

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

CIVIL ACTION – LAW

Plaintiffs

vs.

SELECTIVE INSURANCE COMPANY
OF THE SOUTHEAST AND
STOCK INSURANCE COMPANY

Defendant

NO.: 2018-CV-2707

NOTICE TO PLEAD

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

AVISO

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes páginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aquí en contra suya. Se le advierte de que si usted falla de tomar acción como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO. SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

Northern PA Legal Services
33 North Main Street, Suite 200
Pittston, PA 18640
855-236-6405
Fax: 570-824-0001

PA Lawyer Referral Service
P. O. Box 1086
100 South Street
Harrisburg, PA 17108
PA Residents 1-800-692-7375
Out-of-State 717-238-6715


Michael R. Mey, Esquire

Michael R. Mey, Esq.
ID #41441
Mey & Sulla, LLP
1144 East Drinker Street
Dunmore, PA 18512

Counsel for Plaintiff

WYOMING VALLEY FRATERNAL	:	IN THE COURT OF
ORDER OF POLICE	:	
DBA HOME ASSOCIATION	:	COMMON PLEAS
LODGE #36	:	
	:	OF LUZERNE COUNTY
	:	
	:	CIVIL ACTION – LAW
	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
SELECTIVE INSURANCE COMPANY	:	
OF THE SOUTHEAST AND	:	
STOCK INSURANCE COMPANY :	:	
	:	
Defendant	:	NO.: 2018 -CV - 2707

COMPLAINT

NOW COMES, the Plaintiff, Wyoming Valley Fraternal Order of Police DBA Home Association Lodge #36, by and through there counsel Mey & Sulla, Complain of the Defendant, Selective Insurance Company of the Southeast as follows;

PARTIES

1. The Plaintiff, Wyoming Valley Fraternal Order of Police DBA Home Association Lodge #36 (*hereinafter* “*Fraternal Order of Police*”) is a Pennsylvania business entity with its main office and only place of business located at 200 East Division Street, Hanover Township, PA 18706.

2. The Defendant, Selective Insurance Company of the Southeast/Stock Insurance Company, (*hereinafter* “*Selective*”) is an Insurance Company authorized to transact insurance business within the Commonwealth of Pennsylvania, which regularly conduct business in Luzerne County, PA, with its main office and principle place of business located 3426 Toringdon way

Charlotte, NC 28277.

JURISDICTION

3. The Court of Common Pleas of Luzerne County has Jurisdiction over this matter pursuant PA R.C.P. 1006 and 2179 and 42 PA C.S.A. §5301.

VENUE

4. Venue is proper in Luzerne County since the Defendant, Selective, at all times material hereto, regularly and systematically conducted business in Luzerne County, including selling policies, adjusting claims, accepting premiums and conducting other business activities in Luzerne County, and sold the subject policy in Luzerne County.

FACTUAL BACKGROUND

5. The Fraternal Order of Police is a charitable organization whose main purpose is foisting positive relationships between Police Officers and revamping social, charitable and educational undertakings among active, associate, and social members and the community.

6. At all time material hereto the Fraternal Order of Police operated a restaurant and bar at its location in Wilkes Barre.

7. At all time material hereto the Defendant Selective had issued a Commercial Policy of insurance for policy period of May 20, 2015 through May 30, 2016 bearing policy number 2122470 a true and correct copy of which is not attached to this Complaint, but is in the possession of the Defendant.

8. The policy of insurance issued by Selective, together with all amendments and endorsements were exclusively the product of Selective's authorship and the terms and condition of said policy and related forms are the exclusive product of Selective's drafting and choice with

absolutely no input from its insured, Fraternal Order of Policy.

9. The afford set policy on its declaration page, and that provided to the Plaintiff contained Selective's "Select PAC Plus Property Extension", form number CP 76000909 which provided at page 13 of 25 in section IV "CRIME COVERAGE"

The following coverage is added to the building and personal property coverage form;

a. CRIME INSURING AGREEMENTS

You may extend the insurance provided by this coverage form to loss that you sustain resulting directly from an occurrence taking place during the policy period shown in the Declarations except this provided and condition D. 1. k. or D. 1. I., which is discovered by you during the policy period shown in the Declarations or during the period of time provided in the extend period to discover loss condition D. 1. g. coverage is extended for the following crime and insurance agreements;

1. Employee Theft

We will pay money for lost of or damage to money, securities or other property resulting directly from theft committed by an employee, whether identified or not, acting along or inclusion with other persons.

The policy further provides that the same policy part;

c. Exclusions this insurance does not cover

C. acts of employees, managers, directors, trustees or representatives.

Loss resulting from theft or any other dishonest act committed by any of your employees, managers, directors, trustees or authorized representatives except when cover under crime, ensuring agreement a.1. ;

1. Whether acting along or inclusion with other persons; or

2. While performing services for you or otherwise;

Except when covered under crime insuring agreement A. 1.

10. On March 1, 2016, Plaintiffs Treasurer reported the theft the specifics of which are in the possession of Defendant. Plaintiff also reported a property damage claim, the specifics of which are in the possession of Defendant.

14. At all material hereto the Plaintiff fully cooperated with the Defendant, complied with all policy requirements and provided all information, statements and forms requested by the Defendant.

15. By letter dated April 25, 2017 Selective denied the Fraternal Order of Police theft claim.

16. At no time did Selective advise Plaintiff that it had failed to cooperated in Selective's adjustment, evaluation or investigation of its loss.

17. At no time did Selective advise Plaintiff that it had not sustained a loss.

BREACH OF CONTRACT

18. Plaintiff incorporates by reference the allegations set forth in paragraphs 1-17 those the same were fully set forth herein at length.

19. Since February 2017 Plaintiff has made repeated demands for payment under the terms and conditions of the policy issued by Selective, how, Selective has refused to make payment.

20. Plaintiff has given notice of its loss to Selective, has complied with all policy provisions required of them, has complied with all conditions subsequent contained within the policy of insurance and has received no notice of any failure to cooperate in anyway, by Selective, and still Selective has failed to make any payment to Plaintiff in breach of contract of insurance it afford.

WHEREFORE, the Plaintiff, Wyoming Valley Fraternal Order of Police DBA Home Association Lodge #36 demands judgment against the Defendant, Selective Insurance in an amount

in excess of \$50,000.00 as compensatory damages together with interest, cost of suit and those consequential and punitive damages that are allowed by law and such other relief as this Court deems just and proper.

II. BAD FAITH

21. Plaintiff incorporates herein and by reference the allegations set forth in paragraph 1-20 as though the same was fully set forth herein at length.


22. The actions and inactions of Selective in adjusting, evaluating and investigating Plaintiffs' claim constitutes bad faith as defined under 42 PA C.S.A. §8371 and the Pennsylvania Unfair Insurance Practices Act, 48 P.S. §1171 at sec as follows:

- a. Misrepresenting important facts or policy or contract provisions , namely, the prompt payment of the losses;
- b. Failing to acknowledge and act promptly upon written communication with respect to Plaintiffs claims arising under the policy;
- c. Failing to adopt or implement reasonable standards for the prompt investigation of Plaintiffs claims;
- d. Refusing to pay Plaintiffs claims without conducting a reasonable investigation based upon all available information;
- e. Failing to affirm coverage of Plaintiffs claims within a reasonable time after all information requested of Plaintiffs were provided to the Defendant or its representatives;
- f. Not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiffs' claims in which the Defendant's liability under the policy had become reasonably clear;
- g. Compelling Plaintiffs to institute litigation to recover amounts due under the insurance policy by denying or failing to act upon Plaintiffs' claims;
- h. Continuing to investigate Plaintiffs' claims after receipt of all information necessary to the adjustment of the claims;
- i. Failing to communicate with Plaintiffs;

- j. Subordinating the interest of its insured to their own financial monetary interest;
- k. Failing promptly to offer payment to Plaintiffs;
- l. Failing objectively and fairly to evaluate Plaintiffs' claim;

WHEREFORE, the Plaintiff, Wyoming Valley Fraternal Order of Policy DBA Home Association Lodge #36 demands judgement against the Defendant, Selective Insurance Company in an amount in excess of \$50,000.00 together with punitive damages, Attorneys fees and interest as provided with Pennsylvania's Bad Faith Statute and such other relief as this Court deems just and proper and moves the judgement be entered in its fair.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'M. Mey', written over a horizontal line.

Michael R. Mey, Esquire

VERIFICATION

JOSEPH MANGAN says that he is the authorized representative of the Plaintiff in the foregoing action; that the attached Complaint is based upon information which he has furnished to counsel and information which has been gathered by counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not of Plaintiff. Plaintiff has read the Complaint and to the extent that the Complaint is based upon information which he has given to counsel, it is true and correct to the best of his knowledge, information and belief. To the extent that the content of the Complaint is that of counsel, he has relied upon counsel in making this verification. Plaintiff understands that his statements are made subject to 18 Pa. C.S. §4904 providing for criminal penalties for unsworn falsification to authorities.

**WYOMING VALLEY FRATERNAL ORDER OF POLICE
DBA HOME ASSOCIATION LODGE No. 36**

Date:



JOSEPH MANGAN